

select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Securities and selling such Securities or interest to the highest such bidder. However, the Issuer or its agent may select a purchaser by any other means determined by it in its sole discretion. The Holder of each Security, the Ineligible Holder and each other Person in the chain of title from the Holder to the Ineligible Holder, by its acceptance of an interest in the Security, agrees to cooperate with the Issuer, its agent and the Trustee to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the Ineligible Holder. The terms and conditions of any sale under this subsection shall be determined in the sole discretion of the Issuer or its agent, and neither the Issuer nor the Trustee shall be liable to any Person having an interest in the Securities sold as a result of any such sale or the exercise of such discretion.

(c) If a Holder fails for any reason to provide to the Issuer and the Trustee information or documentation, or to update or correct such information or documentation, as may be necessary or helpful (in the sole determination of the Issuer or the Trustee or their agents, as applicable) to achieve FATCA Compliance, or such information or documentation is not accurate or complete, the Issuer shall have the right, to compel such Holder to sell its interest in such Note, (y) sell such interest on such Holder's behalf, and/or (z) assign to such Note a separate CUSIP or CUSIPs. Any such sale shall be conducted in accordance with the procedures set forth in clause (b), assuming for this purpose that such Holder is a Ineligible Holder.

Section 2.12. Additional Securities.

(a) At any time during the Reinvestment Period, with the consent of the Investment Manager and the Controlling Party (x) pursuant to a supplemental indenture made in accordance with Article VIII, the Applicable Issuer may issue under this Indenture additional notes (which may include additional subordinated notes) and may, but shall not be required to, issue combination securities and (y) the Issuer may also issue additional preferred shares; *provided* that the requirements of Sections 3.1(b) and 3.2(b) are satisfied, the proceeds must be used to purchase Collateral, pay the expenses related to the issuance of such Additional Securities and, if applicable, enter into Hedge Agreements, and the following conditions must be satisfied:

- (i) the terms of any Additional Securities that are Notes (other than the issue price, the date of issuance and the date from which interest accrues) issued are identical to the terms of previously issued Notes of the Class of which such Additional Securities are a part;
- (ii) the purchase price of the Additional Securities is paid in cash;
- (iii) Rating Agency Confirmation is obtained;
- (iv) the ratings on no Class of Rated Notes have been downgraded or withdrawn from the original ratings assigned on the Closing Date;
- (v) for so long as any Class of Securities is listed on a stock exchange, confirmation that the Additional Securities of such Class have been approved for listing is obtained;